

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12,17,23,24 & 30

1. REQUISITION NUMBER

5000018983

PAGE 1 OF

12

2. CONTRACT NO.

3.AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER

MT762-06

6. SOLICITATION ISSUE DATE

09/15/2006

7. FOR SOLICITATION
INFORMATION CALL:

a. NAME

Valerie Young

b. TELEPHONE NUMBER (No collect calls)

202 307 0671

8. OFFER DUE DT/LOCAL TIME

09/28/2006 2:00PM

9. ISSUED BY

CODE

UNICOR, FPI Central Office
320 First Street NW
Washington, DC 20534

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE 0 % FOR☐ SMALL BUSINESS☐ SMALL DISADV.BUSINESS☐ 8(A)

SIC:

11. DELIVERY FOR FOB
DESTINATION UNLESS
BLOCK IS MARKED☐ SEE SCHEDULE☐ 13a. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☒ RFP

15. DELIVER TO

CODE

UNICOR FPI Lompoc (Sign)
3901 Klein Blvd
LOMPOC, CA 93436-0000
USA

16. ADMINISTERED BY

CODE

UNICOR, FPI Central Office
320 First Street NW
Washington, DC 20534

17a. CONTRACTOR/OFFEROR

CODE

999999999

FACILITY CODE

-
-
-, DC

TELEPHONE NO. TIN:

RFQ: 6200004828

18a. PAYMENT WILL BE MADE BY

CODE

UNICOR FPI Central Acct Payable
P. O. Box 4000
BUTNER, NC 27509-4000,
USA☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW

IS CHECKED ☐ SEE ADDENDUM

19.

ITEM NO.

20.

SCHEDULE OF SUPPLIES/SERVICES

21.

QUANTITY

22.

UNIT

23.

UNIT PRICE

24.

AMOUNT

See Section B

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA☒ ARE ☐ ARE NOT ATTACHED☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA☐ ARE ☐ ARE NOT ATTACHED28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES
TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET
☒ FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO
THE TERMS AND CONDITIONS SPECIFIED HEREIN.29. AWARD OF CONTRACT: REFERENCE _____
OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5),
☒ INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HERIN,
ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

31c. DATE SIGNED
09/15/2006

Valerie Young 202 307 0671

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE
CONTRACT EXCEPT AS NOTED

33. SHIP NUMBER

☐ PARTIAL☐ FINAL

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE☐ PARTIAL☐ FINAL

37. CHECK NUMBER

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

42a. RECEIVED BY (Print)

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

Request For Quote

Terms of delivery: DST

THE REFERENCE NUMBER FOR THIS SOLICITATION is MT762-06.

THE DATE AND TIME FOR RECEIPT OF this PROPOSALS IS,
SEPTEMBER 28, 2006 at 2:00PM (EST)

UNICOR, FEDERAL PRISON INDUSTRIES, INC., INTENDS TO ENTER INTO A
TWO YEAR (2) FIRM-FIXED-PRICE, REQUIREMENTS TYPE CONTRACT.

ALL QUANTITIES ARE ESTIMATED ONLY.

THIS SOLICITATION IS INTENDED AS AN ALL OR NONE AWARD.

THE REQUIRED DOCUMENTS LISTED BELOW MUST BE SUBMITTED PRIOR TO THE CLOSING DATE OF THIS SOLICITATION:

1. A COPY OF THE SOLICITATION (FILLED OUT); ALONG WITH AN ORIGINAL SIGNED COPY OF STANDARD FORM 1449, WITH BLOCKS 12, 17A, 30A, AND 30C COMPLETED.
2. A SIGNED COPY OF ANY AMENDMENTS ISSUED PRIOR TO THE OFFER DUE DATE, IF APPLICABLE.
3. FPI9999-999.9, BUSINESS MANAGEMENT QUESTIONNAIRE (COMPLETED FOR 3 REFERENCES).
4. ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM.
5. A SIGNED COPY CERTIFYING THAT ALL REPRESENTATIONS AND CERTIFICATIONS IN ORCA AND THE CONTRACTORS PERFORMANCE SYSTEM ARE CURRENT.

NOTE: THE ABOVE FORMS ARE AVAILABLE AT
http://www.unicor.gov/fpi_contracting/about_procurement/forms/

Detailed instructions on the bidding event will be emailed to suppliers prior to the practice event. The practice bidding Event will be held on October 10, 2006 at 11:AM(EST). The actual Live Bidding Event will take place on October 11, 2006 at 11:00AM (EST), FAR 52.212-2, Evaluation-Commercial. Offerors should contact contact Chandana Bala (732) 382-6565 EXT 1017(732)and/or e-mail chandana.bala@globaleprocure.com with specific questions and preparation of the Event.

Offers must indicate Solicitation Number MT762-06 and time specified for receipt of offer, name, address and telephone number of offeror, technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation.

All offerors that fail to furnish required representation and certification information or reject the terms and conditions of the solicitation may be excluded from consideration of contract award.

Any amendments hereby issued to this solicitation shall be synopsized in the same manner as this solicitation and must be acknowledged by each offeror. Offerors must hold prices firm for 60 calendar days from the auction date. Offers or modifications shall be received by the date and time specified in this solicitation.

ALL REQUIRED DOCUMENTATIONS ARE DUE BY THE CLOSING DATE AND TIME SPECIFIED IN THIS SOLICITATION. ANY OFFERS RECEIVED PAST THE DATE AND TIME SPECIFIED WILL BE CONSIDERED AS LATE AND WILL NOT BE CONSIDERED FOR AWARD.

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

<u>Item No.</u>	<u>SUPPLIES OR SERVICES</u>	<u>Quantity</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT IN US\$</u>	<u>PR Number</u>	<u>Del.Date</u>
00001	SHA25100805 .080X30X120, COATED, 5052 VERIFIED-HAYSTACK UNICOR PART # SHA25100805 DESCRIPTION: ALUMINUM, SHEET, COATED TYPE: 5052 TEMPER: H38 SIZE: .080X30X120 I.A.W.: ASTM-B209 and ASTM-B449/CL-2 U/M: SF THE SHEET SHOULD BE UNCOATED, BARE ALUMINUM.	10,000.000	FT2			5000018983	
00002	SHA412032A ALUM-SHEET, .032"X48"X120"5052-CTD 5052 COATED ALUM SHEET, .032"THKX48"X120", TEMPER H32 THE SHEET SHOULD BE UNCOATED, BARE ALUMINUM.	10,000.000	FT2			5000018983	
00003	SHA4120635 *.063"X48"X144"-ALUM-SHEET, 5052 ALUM SHEET, .063"X48"X144", 5052, UNCOATED THE SHEET SHOULD BE UNCOATED, BARE ALUMINUM.	4,800.000	FT2			5000018983	
00004	SHA4120805 .080"X48"X144", ALUM-SHEET, 5052 ALUM SHEET, .080"X48"X144", 5052, UNCOATED THE SHEET SHOULD BE UNCOATED, BARE ALUMINUM.	72,000.000	FT2			5000018983	
00005	SHA4121255 .125X48X144, COATED, 5052, H38 UNICOR PART # SHA4121255 DESCRIPTION: ALUMINUM, SHEET, COATED TYPE: 5052 TEMPER: H38 SIZE: .125X48X144 I.A.W.: ASTM-B209 and ASTM-B449/CL-2 U/M: SF THE SHEET SHOULD BE UNCOATED, BARE ALUMINUM.	24,000.000	FT2			5000018983	
00006	SHA5120805 .080"X60"X144", ALUM-SHEET, 5052 ALUM SHEET, .080"X60"X144", 5052, UNCOATED THE SHEET SHOULD BE UNCOATED, BARE ALUMINUM.	72,000.000	FT2			5000018983	

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

Item No.	SUPPLIES OR SERVICES	Quantity	U/M	UNIT PRICE	AMOUNT IN US\$	PR Number	Del.Date
00007	SHA5121255 .125X60X144, COATED, 5052 UNICOR PART # SHA5121255 DESCRIPTION: ALUMINUM, SHEET, COATED TYPE: 5052 TEMPER: H38 SIZE: .125X60X144 I.A.W.: ASTM-B209 and ASTM-B449/CL-2 U/M: SF THE SHEET SHOULD BE UNCOATED, BARE ALUMINUM.	24,000.000	FT2			5000018983	
00008	ANA0019A ALUM-I-RAIL, .25INX4X3X25FT, 6061-T6-ANGLE	2,000.000	FT			5000018983	
00009	ANA0019 ALUMINUM-RAIL, .25INX4X3X20FT, 6061-T6	2,000.000	FT			5000018983	
00010	ANA0025 2-5/8"x3"x2-5/8"x.250", 20FT, Z-BAR, 5052, * H38, ALUM Z-BAR TO ALLOW A +/-1/8" (.125") EXTRUSION VARIANCE IN THE MEASUREMENT 2-5/8" (2.625"), 3" MEASURE- MENT TO BE EXACT, NO VARIANCE. UNICOR PART # ANA0025 DESCRIPTION: ALUMINUM, ANGLE, Z-BAR, 20' TYPE: 5052 OR 6061 TEMPER: H38 OR T6 SIZE: 2-5/8" X 3" X 2-5/8" X .250" I.A.W.: ASTM-B209 U/M: FT	2,000.000	FT			5000018983	
00011	ANA0026 3"X3"X3"X.250"THK.X25FT, Z-BAR* 6061, T-6 THE ALUMINUM FURNISHED SHALL BE 1/4" (.250) THICK WITH A HARDNESS FACTOR OF T6, ALUMINUM ALLOY 6061, FEDERAL SPECS QQ-A-200/16	7,000.000	FT			5000018983	
00012	ANA0275 ALUM-Z-BAR, 2.75"X3"X2.75X25FT-LENGTH ALUMINUM-Z-BAR EXTRUSION, 2.75"X3"X2.75X25FT-LENGTH, 6061 DUE TO THE MANUFACTURER MILL SPECS, THE ZEE BAR MAY RANGE FROM 2.655"X 3" X2.655" X .25" X 25 FT TO 2.75" X 3" X 2.655" X .25" X 25 FT LENGTH. PLEASE ACCEPT ALL THICKNESSES BETWEEN THESE MILL SPECS RANGES.	7,000.000	FT			5000018983	
00013	ANA0032 12"WIDE/ALUM-EXTRUSIONS, W/VAR-LENGTH, .125-IN-THK, 5052 SIGN PANEL	3,000.000	FT			5000018983	

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This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Subpart 12.6 as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; offers are being requested. The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 05-12. The North American Industry Classification System code is 331111. This solicitation is unrestricted. The solicitation reference number is MT762-06.

UNICOR, Federal Prison Industries, Inc., intends to enter into a Two Year, Firm-Fixed-Price, Requirements Types Contract for the Items listed in Section B.

Deliveries will be at the following UNICOR Locations:

UNICOR, FEDERAL PRISON INDUSTRIES INC.
LOMPOC SIGN AND LASER CARTRIDGE FACTORY
3600 GUARD ROAD
LOMPOC, CA 93436

The contracting Officer for UNICOR Lompoc will be
Pamela Gonzales, 310-732-5456.

Deliveries are made F.O.B. Destination (Which shall include transportation charges).

Delivery shall be 30 days after the receipt of each delivery order.

The following FAR clauses and provisions apply to this acquisition:

52.216-18; Ordering, orders may be issued under the resulting contract from the date of award through 2 (two) years;

52.216-19; Order Limitation for FPI Lompoc is as follows:

a. Estimated maximum qty. for life of the contract.

1.	SHA25100805	-	10,000.000
2.	SHA412032A	-	10,000.000
3.	SHA4120635	-	8,800.000
4.	SHA4120805	-	72,000.000
5.	SHA4121255	-	24,000.000
6.	SHA5120805	-	72,000.000
7.	SHA5121255	-	24,000.000
8.	ANA0032	-	3,000.000
9.	ANA0019	-	2,000.000
10.	ANA0019A	-	2,000.000
11.	ANA0275	-	7,000.000
12.	ANA0025	-	2,000.000
13.	ANA0026	-	7,000.000

b. Minimum delivery order quantity Per line item or per order.

All Line Items - 50 FT2

c. Maximum delivery order quantity Per line item or per order?

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All Line Items - 20,000 FT2

d) Maximum D.O. quantity amount for combination of line items:

All Line Items - 50,000 FT2

Contractor will not be obligated to honor a series of orders from the same ordering office, within a 10 day period that together call for quantities exceeding the maximum order limitations. However, the contractor shall honor orders exceeding the maximum order limitations unless the order(s) are returned to the ordering office within seven calendar days after issuance with a written statement expressing the contractors intent not to ship;

52.212-1; Instructions to Offerors Commercial Items;

52.212-2; Evaluation - Commercial Items, significant evaluation factors are (1) Past Performance (2) Ability to conform to specs and (3) Price. Past performance is significantly more important than price. Quality, delivery, and customer service will be evaluated under past performance.

Tradeoff Process: It may be in the Governments best interest to consider award to other than the lowest priced offeror or other than the highest technical rated offeror. This process may include tradeoffs among cost/price and non cost factors and allows the Government to accept other than the lowest priced proposal if the perceived benefits of the highest priced proposal are determined to merit the additional cost.

FAR Clause 52.212-3 Offeror Representations and Certification-Commerical Items (JAN 2005).

FAR 4.1201(a), Prospective contractors shall complete electronic annual representations and certifications at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) database (see FAR 4.1102). (b) Prospective contractors shall update the representations and certifications submitted to ORCA as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to ORCA. To make a change that affects only one solicitation, contractors are required to complete the appropriate sections of FAR 52.212-3(j) or 52.204-8 whichever is included in the solicitation.

Implementation of the Central Contractor Registration was mandated and effective, October 1, 2003, ALL contractors MUST be registered on the Central Contractor Registration (CCR) and must remain registered through final payment on the contract. For additional information and to register, go to www.ccr.gov. Offerors responding to this solicitation must be registered on CCR for their offers to be considered for award.

ALL contractors MUST be registered prior to the of award of the Contractor Performance System at <http://cps.od.nih.gov>. Click on the hypertext link Registration for Existing Contracts under Contractor Information. Read the information provided on the page and click on the hypertext link <https://cpscontractor.nih.gov>. This will put you at the login screen of the Contractor Performance System. On the right side of the screen you will see the question, Registered to the NEW CPS yet? under Bulletins. Click on the hypertext link here and enter the required information. If you have questions, contact Technical Support at cps-support-1@list.nih.gov or call JoAnn, Paulette, or Alex at 301/451-2771.

Certification that all of your representations and certifications in ORCA and Contractor Performance System are current.

Representations and Certification Data is complete and accurate
as of _____

Signature _____

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Changes: _____

I certify that all representations and certifications are update and accurate

52.212-4 Contract Terms and Conditions--Commercial Items (OCT 2003) DEVIATION

This contract is not subject to the Contract disputes Act of 1978, as amended (41 U.S.C. 601-613). Disputes arising under or relating to this contract shall be resolved in accordance with the clause FAR 52.233-1 Disputes (JUL 2002) (DEVIATION), which is incorporated herein by reference. The contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract. To view the full text clause FAR 52.233-1 disputes (JUL 2002) (DEVIATION), go to www.unicor.gov/fpi_contracting

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (AUG 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I to 52.219-5.

☐ (iii) Alternate II to 52.219-5.

☐ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

XX (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

XX (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

☐ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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(ii) [] Alternate I of 52.219-23.

XX (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (12) 52.222-26, Equal Opportunity (E.O. 11246).

XX (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (29 U.S.C. 793).

XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

XX (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

[] (16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (17) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).

[] (18)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

[] (ii) Alternate I of 52.225-3.

[] (iii) Alternate II of 52.225-3.

[] (19) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[] (20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

[] (21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

[] (22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

XX (23) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

XX (24) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

[] (25) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

[] (26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

[] (27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

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[] (2)(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[] (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

[] (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components -

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

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(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

I.6 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price Requirement type contract resulting from this solicitation.

I.7 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 60 days.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

F.1 52.211-17 Delivery of Excess Quantities (Sep 1989)

F.3 52.211-16 Variation in Quantity. (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

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+ 5% Percent increase

- 0% Percent decrease

This increase or decrease shall apply to each delivery order.

(End of clause)

52.246-1; Contractor Inspection Requirements

52.246-15; Certificate of Conformance

FPI 1000HI - ECONOMIC PRICE ADJUSTMENT

Six months after contract award date, and every six month thereafter, contract prices for succeeding six month period may be adjusted in accordance with the change in the Producer Price Index for the product line (s) listed in this solicitation. (Producer Price Index Series ID: WPU101) using the simple percentage method described in the U.S. Department of Labor, Bureau of Labor Statistics September 1991, Report 807, titled# Escalation and Producer Price Indexes: A Guide for Contracting Parties#.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST THIS ADJUSTMENT. Adjustments may be requested for a period not to exceed 30 days after the eligible adjustment date. Requests that are made after the 30 day limit will not be honored and the contract pricing will not be adjusted. The contractor shall submit any requests for adjustments in writing to the Contracting Officer. Requests shall include a copy of the relevant index and must be within the allowed time period for adjustment. Any adjustments authorized as a result of the adjustment request will not be retroactive. The date the completed request is received by the Contracting Officer will be the effective date of any changes in price. The contractor also is required to request downward price adjustments. All downward adjustments will be retroactive to the authorized adjustment date as specified in this clause. If downward price adjustments are not requested and this is later revealed through audits or otherwise, the contractor shall reimburse the Government the amount overcharged plus interest. Interest will be computed at the rate set annually by the Secretary of the Treasury for late contract payments. Interest will accrue from the date the adjustment should have been made. In computing any contract price adjustment, the most recently published index as of the date of award will be compared to the most recently published index as of the date of adjustment. No adjustment shall be made if the referenced change is less than 2%. Total upward adjustment for the contract period, including any option periods, shall not exceed 10%, based on the original or option period contract price; downward adjustments are not limited. Indices are available from the Bureau of Labor Statistics,
600 E Street N.W., Washington, DC 20212, telephone 202-606-7706 or www.bls.gov.

(End of Section)

52.247-34; F.O.B. Destination, delivery shall be FOB destination to the following location (s):

UNICOR, Pekin, Federal Prison Industries, Inc.
2600 S. Second Street
Pekin, Illinois

PROPOSAL SUBMISSION REQUIREMENTS: Each proposal package shall consist of the following completed and signed documents: SF1449, all amendments issued under this solicitation, , three (3) Business Management Questionnaires of completed or current contracts being performed that are similar or like the items being solicited for, and an ACH form. A completed ACH form must be on file prior to contract award - All the above mentioned documents can be downloaded at the following website:www.unicor.gov/fpi_contracting/about_procurement/forms/
The Contracting Officer has opted to conduct a competitive, anonymous, on-line reverse auction, auction as described

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herein. The Contracting Entity has retained Global eProcure to conduct the auction for this solicitation. Global eProcure refers to its auction as a Web-based Bidding Events.

This solicitation will be Event MT762-06. However, use of this phrase shall not be construed to imply that this solicitation is being conducted under the procedures set forth in FAR Part 14. This solicitation is being conducted under the procedures set forth in FAR Part 12 and 13. During the Event, offerors will provide pricing through submission of electronic offers via the Global eProcure website. The primary pricing competition for this solicitation will be through the online reverse auction. Global eProcure will explain the process in detail and train all interested contractors participating in this acquisition prior to the Event. The identity of offerors will not be revealed during the Event. This requirement will consist of lot (s). Offerors will have the ability to submit revised pricing during the Event in response to prices submitted by other offerors. The final revision during the Event will be considered the Offerors final proposal. The Contracting Officer reserves the right to conduct verbal or written discussions with respect to factors other than price with offerors at anytime prior to award. During the Event, Offerors may revise their initial pricing proposal through submission of electronic offers during the anonymous Event. The Event shall constitute discussions with the Offerors. The final such revision during the Event will be considered the Offerors Final Proposal Revision (FPR). The Contracting Officer reserves the right to suspend or cancel the Event at any time. If the Contracting Officer cancels the Event, Final Proposal Revisions will be requested by an amendment to the solicitation. Notwithstanding FAR 52.212-5, Offerors will submit pricing only through the on-line mechanism supplied by Global eProcure. Offerors will not submit pricing via any other mechanism, including but not limited to post, courier, fax, E-mail, or orally unless specifically requested by the Contracting Officer. At the conclusion of the Event, UNICOR intends to award the contract, to the eligible responsible Offeror. The Contracting Officer reserves the right to award to other than the low-priced Offeror(s) or to make no award under the solicitation. Offerors should contact Chandana Bala (732) 382-6565 EXT 1017 and/or e-mail chandana.bala@globaleprocure.com with specific questions and preparation of the Event. Detailed instructions on the bidding event will be emailed to suppliers prior to the practice event. The practice bidding Event will be held on October 10, 2006 at 11:00AM (EST). The actual Live Bidding Event will take place on October 11, 2006, at 11:00AM (EST), FAR 52.212-2, Evaluation-Commercial.

All offers shall be submitted,via mail,federal express or fax (202-305-7360) by the date and time specified September 28, 2006 at 2:00PM EST to the attention of Valerie Young, Contracting Officer, UNICOR Contracting Support, 7th Floor, 400 First Street, NW, Washington, DC 20534. Offers should be submitted on the SF1449. A copy of this solicitation will be uploaded to the Federal Business Opportunities Website.

OMB Clearance 9000-0136

Questions regarding this requirement may be addressed in writing to Valerie Young, vyoung@central.unicor.gov. All FAR Clauses that are referenced are as much in full force and effect as if they were in full text. Any clarification of a FAR Clause/provision as well as FAR forms, may be accessed at the following web site: <http://www.arnet.gov/far>. This combined synopsis/solicitation are available on the following web site: <http://www.eps.gov> or <http://www.unicor.gov>
